

State of New Jersey

---page 2---

January 19, 1984

Attn: Mr. David W. Reger, Deputy Attorney General

Re: State of New Jersey (D.E.P.) vs.  
Scientific Chemical Processing.

E. Agreement dated July 14, 1982 wherein Leif R. Sigmond was bought out of the G.P.S. partnership. When Mr. Presto was bought out on September 2, 1982, a formal agreement was not entered into. His share in the sum of \$19,725.00 was less than Sigmond's share because there were other monies due Mr. Grella from Mr. Presto and those monies comprised the difference in check amounts.

I note your letter to Mr. Presto addressed to his residence dated December 16, 1983. As I mentioned to you by telephone, this letter was actually received by Mr. Presto at his home on December 24, 1983. It is beyond me how you would respond to my cover letter to you dated December 6, 1983 to Mr. Presto's personal residence, on December 24, 1983, when I had requested that you kindly respond to me because of various closing pressures which were occurring. In any event, I would hope that you would review this matter further and advise me accordingly.

Very truly yours,

PRESTO & BARBIRE

By

Paul S. Barbire

PSB/am  
Enclosures

345801



December 6, 1983

State of New Jersey  
Department of Law and Public Safety  
Division of Law  
Environmental Protection Section  
Richard J. Hughes Justice Complex  
Richard J. Hughes Justice Complex  
CN 112  
Trenton, N.J. 08625

Attn: David W. Reger,  
Deputy Attorney General

Re: State of New Jersey (D.E.P.) vs. Scientific Chemical  
Processing

Dear Mr. Reger:

This is to confirm my conversation with you to advise you that a piece of real estate which Dominick Presto owns as a partner with G.P.S. Associates will be sold to a party by the name of John MacKay. For your further information, I enclose a copy of the contract of sale. As I further advised you, Mr. Presto will realize no profit, monies or gain from this transaction for the reason that his other partner in this matter has advanced him monies in the past which he now intends to credit against this real-estate matter. Mr. Grella, the other partner has been entitled to these monies for approximately two (2) years.

Kindly advise me as to whether you have any questions concerning this transaction because I intend to close this matter in the immediate future.

Very truly yours,

PRESTO & BARBIRE

By

Paul S. Barbire

PSB/am  
Enclosure

BY ENDORSEMENT THIS CHECK WHEN PAID IS ACCEPTED  
IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

DATE	AMOUNT

IF INCORRECT PLEASE RETURN. NO RECEIPT NECESSARY.



G.P.S. ASSOCIATES

219 CHARLTON AVENUE

LODI, N. J. 07644

1311

PAY  
TO THE  
ORDER OF

**PAID**

9-2

1982 <sup>55-271</sup>/<sub>212</sub>

\$19,725<sup>00</sup>/<sub>100</sub>

Seventeen Thousand Seven Hundred Twenty Five DOLLARS

SEP 2 82



National Community Bank

of New Jersey

CARLSTADT OFFICE  
CARLSTADT, N. J. 07072

NATIONAL COMMUNITY BANK

OF NEW JERSEY



212-5-212

⑆01021202719⑆ 00048 468 71⑆

⑆0001972500⑆

GRELLA - PRESTO



55-271  
212

# DEPOSIT TICKET

DATE

Checks and other items are received for deposit  
subject to the provisions of the Uniform Commercial  
Code or any applicable collection agreement.

SEP 2 82



**National Community Bank**  
of New Jersey  
CARLSTADT OFFICE  
CARLSTADT, N. J. 07072

NATIONAL COMMUNITY B.  
OF NEW JERSEY

CURRENCY		
COIN		
TOTAL CHECKS	23,225	00
TOTAL ITEMS	TOTAL	23,225 00

0102120-00024 301 911

9,0002322500

*Presto & Barbire*  
*Counsellors at Law*

**RECEIVED**  
FEB - 2 1984

*18 Glen Road*  
**EXECUTIVE DEPT. Rutherford, New Jersey 07070**  
*Area Code 201 939-4868*

*Dominick N. Presto*  
*Paul S. Barbire*

January 26, 1984

Honorable Reginald Stanton, J.S.C.  
Superior Court of New Jersey  
Morris County Courthouse  
Morristown, N.J. 07960

Re: State of New Jersey, Department of Environmental  
Protection vs. Scientific Chemical Processing,  
Inc.  
Docket Number: C-1850-83E

Dear Judge Stanton:

Enclosed please find copy of Affidavit In Response to Notice  
of Motion of the Plaintiff.

By copy of this letter, I am serving the parties noted hereinbelow.  
I further note in the responding Affidavit that a request is  
being made that the subject real-estate be released from any  
lien imposed by Court Order and I would ask that the Court  
consider such request in light of the proofs submitted in this  
matter.

Very truly yours,

PRESTO & BARBIRE

By

  
Paul S. Barbire

PSB/am

Enclosure

cc: Irwin I. Kimmelman

Attn: David W. Reger

Superior Court of New Jersey

Evan Zwillman, Esq.

Harriet Sims Harvey, Esq.

Edward J. Egan, Esq.

Mr. Leif R. Sigmond

Mr. Herbert G. Case

SUPERIOR COURT OF NEW JERSEY

STATE OF NEW JERSEY, DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

CHANCERY DIVISION

ESSEX COUNTY

DOCKET NUMBER: C-1852-83E

vs.

SCIENTIFIC CHEMICAL PROCESSING,  
A Corporation, et al.

CIVIL ACTION

AFFIDAVIT IN RESPONSE TO  
PLAINTIFFS MOTION

DOMINICK PRESTO, of full age, being duly sworn according  
to law, upon his oath says:

1. I am a named defendant in the within matter and I  
am fully familiar with the facts and circumstances giving rise  
to this motion.

2. I have read Mr. Reger's Affidavit dated January 17,  
1984 pertaining his request to set aside a conveyance of real  
property located in Lodi, New Jersey. In fact, certain contentions  
made by Mr. Reger in his Affidavit are not correct. Specifically  
paragraph three (3) and six (6) are not factual.

3. My law partner, Paul Barbire, by letter dated January  
19, 1984 provided Mr. Reger with the particulars involved in  
the buy out of my interest in G.P.S. Associates. As those docu-  
ments reveal, my interest in G.P.S. Associates was terminated  
on September 2, 1982. (See copy attached hereto).

4. By way of further explanation, I advise the Court that a conveyance of only Lot 36, Block 157 was actually made and that the other half of the transaction noted in the agreement of sale in Mr. Reger's Affidavit has been held in abeyance. In any event, Mr. Reger was advised of this proposed conveyance together with the facts and circumstances surrounding same by telephone conversation in early December and by letter dated December 6, 1983 all as set forth in Mr. Barbire's letter to Mr. Reger on January 19, 1984. I have never received any monies from the conveyance noted in the moving paper and I would request that the Court remove any lien on the subject premises for the reason that I do not have any financial interest in the subject properties.

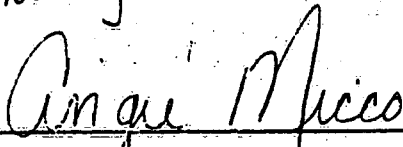


DOMINICK PRESTO

Sworn and Subscribed to before

me this 27<sup>th</sup> day of

January, 1984.



ANGIE MICCO

NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 27, 1987